

Gregg S. Kleiner, State Bar No. 141311
RINCON LAW LLP
268 Bush Street, Suite 3335
San Francisco, California 94104
Telephone No.: 415-672-5991
Facsimile No.: 415-680-1712
Email: gkleiner@rinconlawllp.com

Counsel for KARI BOWYER,
Trustee in Bankruptcy

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re

SERGIO ROLDAN
aka SERGIO RAFAEL ROLDAN
AND
ADRIANA M BUENAVENTURA
aka ADRIANA MARIA LONDONO,

Debtors.

Case No. 17-50794 MEH
Chapter 7

**DECLARATION OF KARI BOWYER IN
SUPPORT OF MOTION FOR ORDER
AUTHORIZING SALE OF REAL
PROPERTY FREE AND CLEAR OF
LIENS, CLAIMS AND INTERESTS
(1050 Ortega Circle, Gilroy, California)**

Date: May 2, 2019
Time: 10:30 a.m.
Place: 280 South First Street
Hon. M. Elaine Hammond
Courtroom 3020
San Jose, CA 95113

I, Kari Bowyer, declare:

1. I am the duly appointed and acting Chapter 7 Trustee of the bankruptcy estate of Sergio Roldan and Adriana Buenaventura ("Debtors"). I file this Declaration in support of my Motion for Order Authorizing Sale of Real Property Free and Clear of Liens, Claims and Interests asserted by Bank of America, N.A. ("Bank") and Rossi, Hamerslough, Reischl & Chuck ("RHRC") that relate to real property commonly referred to as 1050 Ortega Circle, Gilroy, California ("Property").

2. Solely in my role as the Trustee of the Debtors' estate, I am party to an agreement to sell the Property to Gary R. Schenone and Karen W. Schenone (or their assigns) (collectively,

1 “Buyer”) for \$590,000, subject to overbid.

2 3. The Debtors’ estate included an unscheduled interest in a promissory note executed
3 by Burt and Loretta Birmingham (collectively, “Birmingham”), the prior owners of the Property.
4 The Birmingham obligation to the Debtors was secured by a deed of trust encumbering the Property,
5 recorded on March 22, 2007, with the Santa Clara County Recorder’s Office, Instrument No.
6 19352696.

7 4. On or about June 15, 2018, a non-judicial foreclosure sale of the Property was
8 conducted (“Foreclosure”). The Debtors’ estate was the successful bidder at the Foreclosure. On or
9 about September 12, 2018, a Trustee Deed was recorded with the Santa Clara County Recorder’s
10 Office, as Instrument No. 24022397 (“Trustee Deed”), vesting title for the Property in my name,
11 solely in my capacity as Trustee of the Debtors’ estate.

12 5. After the foreclosure, the estate entered into a Bankruptcy Court approved settlement
13 agreement with Birmingham. Birmingham defaulted. Immediately after Birmingham defaulted on
14 the settlement agreement, I instructed the estate’s real estate broker to list and market the Property
15 for sale. As a result of these efforts, the Buyer has offered to purchase the Property for \$590,000.

16 6. I am informed and believe an on that basis state that, prior to the petition date, RHRC
17 was counsel to the Debtors in state court litigation and, as a result of the litigation, RHRC asserts an
18 attorney’s lien against the Debtors and was awarded a judgment for fees and costs on November 3,
19 2016 in the amount of approximately \$69,317.39 (“RHRC Judgment”). As of the date that this
20 declaration was executed, I have not received a complete accounting from RHRC with regard to its
21 claim and the RHRC Judgment and I do not know which portions of its claim and/or judgment are
22 entitled to secured status.

23 7. Before executing the purchase agreement, I reviewed a preliminary title report for
24 the Property from Cornerstone Title Company. A true and correct copy of the preliminary title
25 report is attached hereto as **Exhibit A**.

26 8. Exception 8 in the title report is a *lis pendens* recorded by the Bank against the
27 Property on July 17, 2017, as Instrument No. 23698959 (“Lis Pendens”). A true and correct copy
28 of the Lis Pendens is attached hereto as **Exhibit B**.

1 9. As noted above, the Buyers have offered to purchase the Property for \$590,000.
2 Assuming there are no overbids, I conservatively estimate that the net to the Debtor's estate after
3 costs and commissions will be approximately \$560,000.

4 10. I am informed and believe an on that basis state that the current sums allegedly owed
5 to the Bank under its note and disputed deed of trust is approximately \$386,000.

6 11. I am informed and believe an on that basis state that RHRC asserts it has a secured
7 claim of approximately \$120,000 against the Debtor's estate.

8 12. Assuming the claim of the Bank and RHRC are valid and paid in full, the estate will
9 receive, after payment of the Bank and RHRC's currently disputed claims, approximately \$50,000.

10 Except for statements made upon information and belief, I declare under penalty of perjury
11 that all other statements made herein are true and correct. Executed this 3rd day of April 2019 at
12 San Jose, California.

13 /s/ Kari Bowyer
14 KARI BOWYER
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CORNERSTONE TITLE COMPANY

10125 S. DE ANZA BLVD.

CUPERTINO, CA 95014

PHONE: (408) 973-1410

FAX: (408) 973-1845

UPDATE NO. 1 AMENDED

DATED AS OF FEBRUARY 27, 2019 AT 7:30 A.M.

KELLER WILLIAMS BAY AREA ESTATES
16185 LOS GATOS BLVD., STE 205
LOS GATOS, CA 95032

ATTENTION: ANDY BUCHANAN
PHONE: (408) 892-7257
MOBILE PHONE : (408) 892-7257
EMAIL: abuchanan33@kw.com

YOUR NO.:
PROPERTY ADDRESS:
1050 ORTEGA CIRCLE, GILROY, CA 95020

ORDER NO.: 3630118-03499
ESCROW OFFICER: Martha Buchanan
EMAIL: Martha.Buchanan@CSTitleCo.com

"PRELIMINARY REPORT"

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, **Cornerstone Title Company** HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT B ATTACHED. THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THAT SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. LIMITATIONS ON COVERED RISKS APPLICABLE TO THE CLTA AND ALTA HOMEOWNER'S POLICIES OF TITLE INSURANCE WHICH ESTABLISH A DEDUCTIBLE AMOUNT AND A MAXIMUM DOLLAR LIMIT OF LIABILITY FOR CERTAIN COVERAGES ARE SET FORTH IN THE POLICY. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE THAT ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

ALTA/CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE, IF APPLICABLE, OR
CLTA/ALTA STANDARD OWNER'S POLICY; AND/OR
ALTA LOAN POLICY, IF APPLICABLE, OR CLTA STANDARD LOAN POLICY

A SPECIFIC REQUEST SHOULD BE MADE IF ANOTHER FORM OR ADDITIONAL COVERAGE IS DESIRED.

EXHIBIT A

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE AS TO PARCEL ONE, AN EASEMENT AS TO PARCEL TWO.

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

KARI BOWYER, SOLELY IN HER CAPACITY AS CHAPTER 7 TRUSTEE FOR THE ESTATE OF SERGIO ROLDAN AND ADRIANA M BUENAVISTA, CASE # 17-50794, PENDING, US BANKRUPTCY COURT, NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF SANTA CLARA, STATE OF CA AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF GILROY, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA:

PARCEL ONE:

LOT 207, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 5616, UNIT NO. 8, CASTLEWOOD PARK", WHICH MAP WAS FILED FOR RECORD ON MAY 29, 1975 IN BOOK 356 OF MAPS, AT PAGES 22 AND 23, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A DRAINAGE EASEMENT FOR INSTALLATION AND MAINTENANCE OF CONCRETE VEE GUTTER OVER THE SOUTHERLY 5 FEET OF LOTS 200 THROUGH 206 AND 208, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 5616, UNIT NO. 8, CASTLEWOOD PARK", WHICH MAP WAS FILED FOR RECORD ON MAY 29, 1975 IN BOOK 356 OF MAPS, AT PAGES 22 AND 23, SANTA CLARA COUNTY RECORDS.

APN: 808-27-008

*****END OF LEGAL DESCRIPTION*****

SCHEDULE B

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2018-2019

TOTAL:	\$1,179.16	
FIRST INSTALLMENT:	\$589.58	PAID
DUE DATE:	NOVEMBER 1, 2018	
DELINQUENT DATE:	DECEMBER 10, 2018	
SECOND INSTALLMENT:	\$589.58	OPEN
DUE DATE:	FEBRUARY 1, 2019	
DELINQUENT DATE:	APRIL 10, 2019	
ASSESSED VALUATION:		
LAND VALUE:	\$13,982.00	
IMPROVEMENTS:	\$79,751.00	
EXEMPTION:	\$7,000.00	
CODE AREA:	002-001	
A. P. NO.:	<u>808-27-008</u>	

B. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

C. SAID LAND LIES WITHIN THE BOUNDARIES OF SPECIAL TAX ASSESSMENT DISTRICT CREATED BY A "COMMUNITY FACILITIES DISTRICT" MAP RECORDED UNDER THE PROVISIONS OF THE MELLO-ROOS ACT 9 STREETS AND HIGHWAY CODE (SECTION 3100, ET SEQ.) THE CALIFORNIA STATE LEGISLATURE, AND IS SUBJECT TO ALL ASSESSMENTS LEVIED THEREBY.

SAID ASSESSMENT IS INCORPORATED INTO THE REGULAR PROPERTY TAX BILL AND IS PART OF THE GENERAL TAX COLLECTION PROCESS.

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF INTENT TO ESTABLISH EASEMENTS", EXECUTED BY AND BETWEEN LAWYERS TITLE INSURANCE CORPORATION, A VIRGINIA CORPORATION, RECORDED DECEMBER 30, 1975 AS INSTRUMENT NO. 5186493, IN BOOK B796, PAGE 707, OF OFFICIAL RECORDS.
3. EASEMENTS, RECITALS, SETBACKS, AND OTHER MATTERS AFFECTING SAID LAND FOR THE PURPOSES STATED THEREON, AND INCIDENTAL PURPOSES THEREIN, AS SHOWN UPON THE FILED MAP REFERENCED IN THE LEGAL DESCRIPTION HEREIN WHICH RECORDED IN BOOK 356 OF MAPS, PAGE 22 AND 23, OF OFFICIAL RECORDS.

4. COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

RECORDED: JUNE 6, 1975 AS INSTRUMENT NO. 5024863, IN BOOK B449, PAGE 698, OF OFFICIAL RECORDS.

5. AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF CONCRETE VEE GUTTER AND INCIDENTAL PURPOSES RESERVED IN THE DOCUMENT.

RESERVED BY: LAWYERS TITLE INSURANCE CORPORATION
RECORDED: MARCH 29, 1976 AS INSTRUMENT NO. 5250241, IN BOOK B938, PAGE 407, OF OFFICIAL RECORDS.

AFFECTS: OVER THE SOUTHERLY 5 FEET THEREOF FOR THE BENEFIT OF LOTS 200 THROUGH 206 AND 208.

6. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF SPECIAL TAX LIEN " SANTA CLARA COUNTY LIBRARY DISTRICT JOINT POWERS AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2005-1 RECORDED JUNE 24, 2005 AS INSTRUMENT NO. 18438576 OF OFFICIAL RECORDS.
7. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH WOULD BE DISCLOSED BY A CORRECT ALTA/NSPS SURVEY.
8. **A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF ANY AMOUNTS DUE AND PAYABLE UNDER A BAIL BOND AGREEMENT MENTIONED THEREIN.**

DATED: APRIL 27, 2006
TRUSTOR: BERT L. AND LORETTA L. BIRMINGHAM
TRUSTEE: GREG PADILLA
BENEFICIARY: LEXINGTON NATIONAL INSURANCE CORPORATION
RECORDED: OCTOBER 18, 2006 AS INSTRUMENT NO. 19146556, OF OFFICIAL RECORDS.

9. **NOTICE OF PENDENCY OF ACTION**

COURT: SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SANTA CLARA
CASE NO.: 17CV313114
PLAINTIFF: BANK OF AMERICA, N.A.
DEFENDANT: SERGIO ROLDAN; LEXINGTON NATIONAL INSURANCE CORPORATION; BERT L. BIRMINGHAM; LORETTA L. BIRMINGHAM; ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD ON PLAINTIFF'S TITLE THERETO, AND DOES 1-50, INCLUSIVE

RECORDED: JULY 17, 2017 AS INSTRUMENT NO. 23698995, OF OFFICIAL RECORDS.

REQUIREMENTS:

10. PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE:
 - A. THE RECEIPT AND REVIEW OF THE COMPLETED OWNER'S AFFIDAVIT SUBJECT TO FURTHER REQUIREMENTS OF THIS COMPANY.
 - B. THIS TRANSACTION MAY BE SUBJECT TO A CONFIDENTIAL ORDER ISSUED PURSUANT TO THE BANK SECRECY ACT. THE POLICY ISSUING AGENT MUST BE PROVIDED WITH CERTAIN INFORMATION NECESSARY TO COMPLY WITH THE CONFIDENTIAL ORDER PRIOR TO THE CLOSING. THIS TRANSACTION WILL NOT BE INSURED AND THIS ISSUING AGENT AND/OR ITS UNDERWRITER WILL NOT BE INVOLVED IN THE CLOSING AND SETTLEMENT UNTIL THIS INFORMATION IS SUBMITTED, REVIEWED AND FOUND TO BE COMPLETE
11. THE REQUIREMENT THAT THE OWNERS AFFIDAVIT BE EXECUTED AND UPON REVIEW FURTHER REQUIREMENTS MAY BE REQUESTED PRIOR TO THE ISSUANCE OF ANY POLICY OF INSURANCE.

*****END OF SCHEDULE B*****

NOTES:

WE DEPOSIT FUNDS RECEIVED ON YOUR BEHALF IN STATE OR FEDERALLY-CHARTERED BANKS THAT ARE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"). THE ACCOUNT IS CURRENTLY HELD AT MUFG UNION BANK, N.A..

FDIC DEPOSIT INSURANCE COVERAGE APPLIES TO A MAXIMUM AMOUNT OF \$250,000 PER DEPOSITOR FOR DEPOSITS HELD IN THE SAME LEGAL OWNERSHIP CATEGORY AT EACH BANK. FOR EXAMPLE, FUNDS HELD ON YOUR BEHALF IN AN ACCOUNT MAINTAINED BY US WILL BE COMBINED WITH ANY INDIVIDUAL ACCOUNTS HELD DIRECTLY BY YOU AT THE SAME BANK. YOU ARE RESPONSIBLE FOR MONITORING THE TOTAL AMOUNT OF DEPOSITS THAT ARE OWNED DIRECTLY OR INDIRECTLY BY YOU IN ANY ONE BANK.

IF YOU HAVE QUESTIONS ABOUT FDIC DEPOSIT INSURANCE, CONTACT YOUR FINANCIAL OR LEGAL ADVISORS OR GO TO [HTTP://WWW.FDIC.GOV/DEPOSIT/DEPOSITS/INDEX.HTML](http://www.fdic.gov/deposit/deposits/index.html). WE DO NOT GUARANTEE THE SOLVENCY OF ANY BANK INTO WHICH FUNDS ARE DEPOSITED AND WE ASSUME NO LIABILITY FOR ANY LOSS YOU INCUR DUE TO THE FAILURE, INSOLVENCY OR SUSPENSION OF OPERATIONS OF ANY BANK OR THE \$250,000 FDIC DEPOSIT INSURANCE LIMIT.

UNLESS OTHERWISE AGREED IN WRITING, EACH OF THE PRINCIPALS AGREES, UNDERSTANDS AND ACKNOWLEDGES THAT: THE ESCROW ACCOUNT IS NON-INTEREST-BEARING; NO FINANCIAL OR OTHER BENEFITS WILL BE EARNED BY OR PROVIDED TO ANY OF THE PRINCIPALS WITH RESPECT TO SUCH FUNDS' AND CORNERSTONE TITLE COMPANY AND ITS AFFILIATES MAY INSTEAD RECEIVE DIRECT AND INDIRECT FINANCIAL AND OTHER BENEFITS FROM THE DEPOSITORY WITH RESPECT TO SUCH FUNDS THESE BENEFITS SHALL BE TREATED AS ADDITIONAL COMPENSATION TO CORNERSTONE TITLE COMPANY FOR ITS SERVICES AS AN ESCROW HOLDER IN THIS TRANSACTION.

NOTE: IF APPLICABLE, AND UNLESS OTHERWISE DIRECTED IN WRITING, CORNERSTONE TITLE COMPANY ISSUES THE **ALTA HOME OWNER'S POLICY** ON RESIDENTIAL PROPERTY SALE TRANSACTIONS.

NOTE: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. NO PAYOFFS WILL BE MADE USING "VERBAL" FIGURES

NOTE: EFFECTIVE JANUARY 1, 1990, ASSEMBLY BILL 512, ENACTED AS CHAPTER 598, WILL ADD SECTION 12413.1 TO THE CALIFORNIA INSURANCE CODE DEALING WITH THE "GOOD FUNDS" ISSUE. FUNDS DEPOSITED BY:

- ☐ CASH AND BY ELECTRONIC TRANSFER (WIRED FUNDS) WILL BE AVAILABLE FOR SAME DAY DISBURSEMENTS.
- ☐ CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS WILL BE AVAILABLE FOR NEXT DAY DISBURSEMENTS.
- ☐ ALL OTHER TYPES OF CHECKS WILL NOT BE AVAILABLE FOR DISBURSEMENT UNTIL THE DAY PROVIDED IN REGULATION CC ADOPTED BY THE FEDERAL RESERVE BOARD OF GOVERNORS.
- ☐ A DRAFT WILL NOT BE AVAILABLE FOR DISBURSEMENT UNTIL THE DRAFT HAS BEEN SUBMITTED FOR COLLECTION AND PAYMENT RECEIVED BY OUR BANK.

PLEASE NOTE: THIS COMPANY WILL MAKE DISBURSEMENTS ONLY IN THE SAME MANNER AS WHICH FUNDS ARE RECEIVED. SHOULD THIS COMPANY BE REQUESTED TO MAKE ANY DISBURSEMENTS BY ELECTRONIC TRANSFER (WIRED FUNDS), THIS COMPANY WILL REQUIRE FUNDS TO BE DEPOSITED TO OUR ACCOUNT BY ELECTRONIC TRANSFER.

EXHIBIT A

CORNERSTONE TITLE COMPANY

10125 S. DE ANZA BLVD.
CUPERTINO, CA 95014
PHONE: (408) 973-1410

ATTENTION:

YOUR NO.: BIRMINGHAM
OUR NO.: 3630118-03499
DATE: FEBRUARY 27, 2019 AT 7:30 A.M.

RANDY SIERRA, TITLE OFFICER

LENDERS SUPPLEMENTAL REPORT

THE ABOVE NUMBERED REPORT (INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY AS FOLLOWS:

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF AN ALTA LOAN POLICY. WE HAVE NO KNOWLEDGE OF ANY FACT WHICH WOULD PRECLUDE THE ISSUANCE OF THE POLICY WITH CLTA ENDORSEMENT FORMS 100 AND 116 ATTACHED.

WHEN ISSUED, THE CLTA ENDORSEMENT FORM 116 WILL REFERENCE **A SINGLE FAMILY RESIDENCE**

KNOWN AS

1050 ORTEGA CIRCLE, GILROY, CALIFORNIA

ACCORDING TO THE PUBLIC RECORDS, THERE HAVE BEEN NO DEEDS CONVEYING THE LAND DESCRIBED HEREIN WITHIN A PERIOD OF TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS:

NONE.

EXHIBIT A

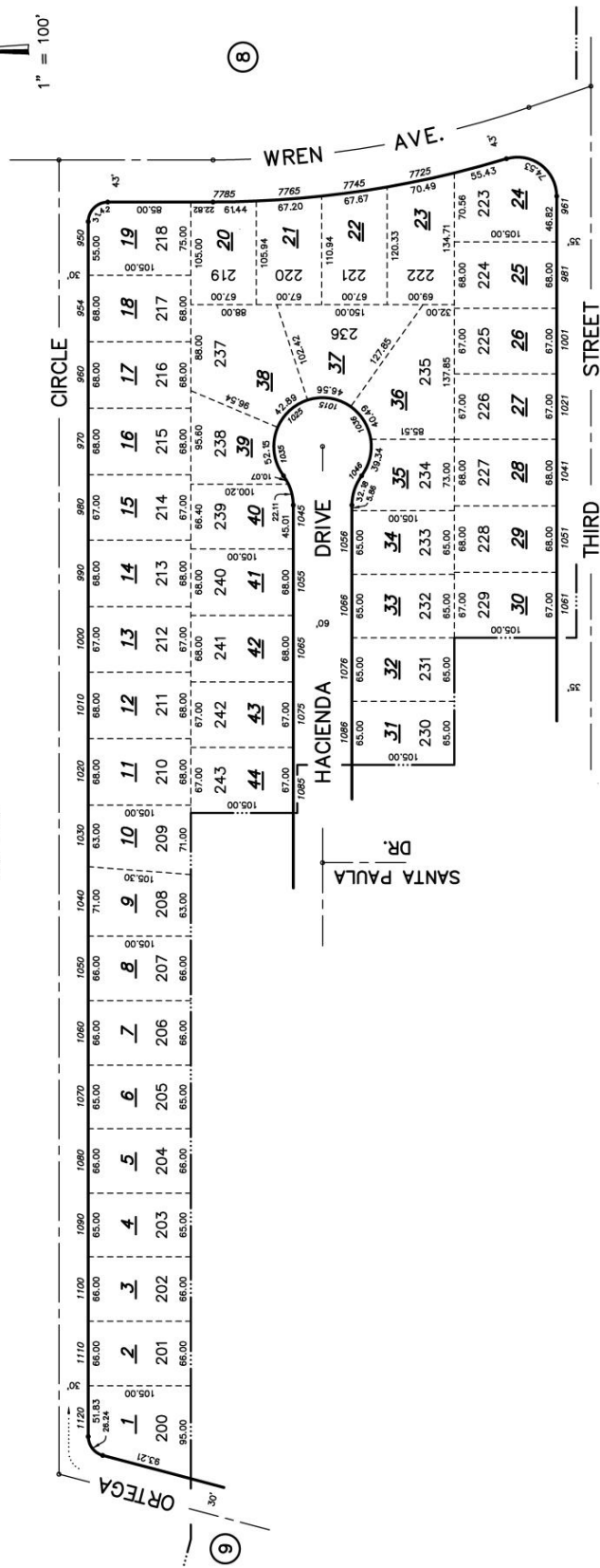
OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

BOOK
808
PAGE
27



(28)

TRACT No. 5616
CASTLEWOOD PARK
356-M-23



(8)

(7)

LAWRENCE E. STONE — ASSESSOR
Certified map for assessment purposes only
Compiled under R. & T. Code, Sec. 327
Effective Roll Year 2017-2018

EXHIBIT A



TRG[®]

Title
Resource
Group

Protect What You Have From Cyber-Criminals

CYBER-CRIMINALS are constantly looking for new victims to wire them commissions, sales proceeds or deposits. Real estate transactions are especially vulnerable. Here's how you can help guard your money:

CALL BEFORE SENDING

Call us initially. Before sending funds, call us at a number you know is accurate to verify the instructions. Do not use the phone number in an email – even if the email looks like it is from us.

Call us if you are suspicious. Be wary of any email asking for money early or asking for part of the money needed to close. Don't trust an email that change, updates or is "re-sending" wire instructions – call us at a number you know is accurate if you are suspicious.

Call your bank. After talking to us, talk to your bank to confirm it has the correct information.

CALL AFTER SENDING

Call us after sending us your money. Call us to make sure we got it. It may take some time but staying in touch is the best way to be sure there is not a problem.

ACT QUICKLY IF SOMETHING SEEMS WRONG

Call the bank and the authorities. If you think your money was sent to a criminal, you might be able to get it back but time is not your friend. You should immediately:

- Contact your bank.
- Ask your bank to contact the bank where the fraudulent wire was sent.
- Contact your local Federal Bureau of Investigation (FBI) office – the FBI can work with other agencies and might be able to help return or freeze the funds.
- File a complaint online with the FBI at bec.ic3.gov.

For more information about preventing fraud in the home closing process, please visit:

TRGC.com/Wire-Fraud-Warning

EXHIBIT A

FACTS**WHAT DOES Cornerstone Title Company DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- payment history and credit card or other debt
- checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Cornerstone Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Cornerstone Title Company share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	www.titleresources.com	

EXHIBIT A

Who we are	
Who is providing this notice?	Cornerstone Title Company
What we do	
How does Cornerstone Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Cornerstone Title Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ provide your mortgage information or show your driver's license ■ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes—information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Cornerstone Title Company does not share with nonaffiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Cornerstone Title Company does not share with nonaffiliated financial companies for joint marketing purposes</i>

Cornerstone Title Company

Available Discounts

Cornerstone Title Company is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts could apply to:

- Property located within an area proclaimed a state or federal disaster area
- Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale
- Property being refinanced

Please talk with your title officer to determine your qualification for any of these discounts.

EXHIBIT B (Revised 11-01-2014) LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (Revised 04/08/14)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - resulting in no loss or damage to the insured claimant;
 - attaching or created subsequent to Date of Policy; or
 - resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B PART 1

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

2. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE 2013 / ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE 2013 (Revised 12/02/13)

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS FROM COVERAGE

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - building
 - zoning
 - land use;
 - improvements on the land
 - land division
 - environmental protection.This exclusion does not limit the coverage described in Covered Risk 8a, 14, 15, 16, 18, 19, 20, 23, or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit coverage described in Covered Risk 14 or 15.
- The right to take the land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- Risks:
 - that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - that result in no loss to You; or
 - that first occur after the Policy Date -- this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27, or 28.
- Failure to pay value for Your Title.
- Lack of a right:
 - to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditor's rights laws.
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

3. ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12/02/13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations.
This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

EXHIBIT A

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

4. 2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

5. 2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

EXHIBIT A

To Our Valued Customers,

The following information is provided to you in compliance with Senate Bill No. 1148 and Assembly Bill No. 877 enacted by the California Legislature in September 1999 and October 2011 respectively. That legislation requires the following disclosure to our clients receiving copies of recorded documents:

“If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, ancestry, source of income as defined in subdivision (p) of Section 12955, genetic information, gender, gender identity, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision [c] of Section 12956.1 of the Government Code. Furthermore, such restrictions are deleted from this document to the extent such restrictions violate 42 U.S.C. 3604 [c].”

EXHIBIT B

RECORDING REQUESTED BY:
FIDELITY NATIONAL LAW GROUP

WHEN RECORDED MAIL TO:
THOMAS A. TRAPANI, ESQ.
FIDELITY NATIONAL LAW GROUP
1550 PARKSIDE DRIVE, SUITE 300
WALNUT CREEK, CA 94596

23698995

Regina Alcomendras
Santa Clara County - Clerk-Recorder

07/17/2017 11:51 AM

Titles: 1 Pages: 4

Fees: \$39.00
Taxes: \$0
Total: \$39.00



APN: 8082700800
1050 ORTEGA CIRCLE, GILROY, CA 95020

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF PENDENCY OF ACTION (*LIS PENDENS*)

EXHIBIT B

THOMAS A. TRAPANI (SBN 100387)
 Fidelity National Law Group,
 The Law Division of Fidelity National Title Group, Inc.
 1550 Parkside Drive, Suite 300
 Walnut Creek, CA 94596
 Telephone: (925) 280-3370
 Facsimile: (925) 930-9588

Attorney for Plaintiff,
 BANK OF AMERICA, N.A.

ENDORSED FILED

2017 JUL 17 AM 8:19

CLERK OF THE COURT
 SUPERIOR COURT OF CA
 COUNTY OF SANTA CLARA
 BY _____ DEPUTY
G. REYES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF SANTA CLARA**

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

SERGIO ROLDAN; LEXINGTON
 NATIONAL INSURANCE CORPORATION;
 BERT L. BIRMINGHAM; LORETTA L.
 BIRMINGHAM; All persons unknown,
 claiming any legal or equitable right, title,
 estate, lien, or interest in the property described
 in the complaint adverse to Plaintiff's title, or
 any cloud on Plaintiff's title thereto, and DOES
 1-50, inclusive,

Defendants.

Case No.: **17 CV 313114**

**NOTICE OF PENDENCY OF ACTION (*LIS
 PENDENS*)**

PLEASE TAKE NOTICE THAT the above captioned action, by Plaintiff, BANK OF
 AMERICA, N.A. against Defendants SERGIO ROLDAN; LEXINGTON NATIONAL INSURANCE
 CORPORATION; BERT L. BIRMINGHAM; LORETTA L. BIRMINGHAM; All persons unknown,
 claiming any legal or equitable right, title, estate, lien, or interest in the property described in the
 complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1-50, inclusive,
 affects title to and/or possession of the real property located in Gilroy, County of Santa Clara,
 commonly known as 1050 Ortega Circle, Gilroy, California 95020 (the "Property" or "Subject
 Property"); designated as Assessor's Parcel Number 8082700800 by the Santa Clara County Assessor,

1
 NOTICE OF PENDENCY OF ACTION (*LIS PENDENS*)

EXHIBIT B

1 and further described as:

2 PARCEL ONE:

3 Lot 207, as shown upon that certain map entitled, "Tract No. 5616, Unit No. 8,
4 Castlewood Park," which map was filed for record on May 29, 1975 in Book 356 of
5 maps, at pages 22 and 23, Santa Clara County Records.

6 Reserving from Parcel One a drainage easement for installation and maintenance
7 of concrete vee gutter over the southerly 5 feet thereof for the benefit of Lots 200 through
8 206 and 208 shown on said map.


9 PARCEL TWO:

10 A drainage easement for installation and maintenance of concrete vee gutter over
11 the southerly 5 feet of Lots 200 through 206 and 208, as shown upon that certain map
12 entitled "Tract No. 5616, Unit No. 8, Castlewood Park," which map was filed for record
13 on May 29, 1975 in Book 356 of maps, at pages 22 and 23, Santa Clara County Records.

14 FIDELITY NATIONAL LAW GROUP
15 THE LAW DIVISION OF FIDELITY NATIONAL TITLE GROUP, INC.

16 Dated: July 14, 2017

17 By:

18 
19 THOMAS A. TRAPANI, Attorneys for Plaintiff,
20 BANK OF AMERICA, N.A.
21
22
23
24
25
26
27
28

PROOF OF SERVICE

ENDORSED FILED

I am employed in the County of Contra Costa, State of California. I am over the age of 18 years and not a party to the within action. My business address is 1550 Parkside Drive, Suite 19300, Walnut Creek, California 94596. On July 17, 2017, I served the within:

• **NOTICE OF PENDENCY OF ACTION (*LIS PENDENS*)**

CLERK OF THE COURT
SUPERIOR COURT OF CA
COUNTY OF CONTRA COSTA
G. REYES DEPUTY

on the parties in said action by placing a true copy thereof as indicated below, addressed as follows:

Sergio Roldan
4400 The Woods Drive, Apt. 190
San Jose, CA 95136

Certified Mail Receipt
7016 1370 0000 0995 9456

Lexington National Insurance Corporation
c/o C T CORPORATION SYSTEM
818 W. 7th St., Suite 930
Los Angeles, CA 90017

Certified Mail Receipt
7016 1370 0000 0995 9463

Bert L. Birmingham
1565 E. Middle Ave.
San Martin, CA 95046

Certified Mail Receipt
7016 1370 0000 0995 9470

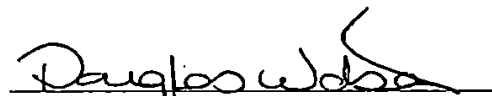
Loretta L. Birmingham
7946 Westwood Drive, Apt. 1342
Gilroy, CA 95020

Certified Mail Receipt
7016 1370 0000 0995 9487

☒ BY CERTIFIED MAIL: I caused such envelope(s) with postage thereon fully prepaid to be placed for collection and mailing at my place of business. Following ordinary business practices, said correspondence will be deposited with the United States Postal Service at Walnut Creek, California, on the referenced date in the ordinary course of business. There is delivery service by United States mail at the place so addressed in the City of Walnut Creek, County of Contra Costa, State of California.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on July 17, 2017, at Walnut Creek, California.


Douglas Watson

PROOF OF SERVICE

EXHIBIT B